

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

16 ¹⁷ Pages

33598

AGREEMENT NUMBER	AMENDMENT NUMBER
14-N-15	A1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Health Benefit Exchange
CONTRACTOR'S NAME
City of Long Beach Department of Health and Human Services
2. The term of this Agreement is October 1, 2014 Through June 30, 2015
3. The maximum amount of this Agreement after this \$225,267
Two hundred twenty-five thousand two hundred sixty-seven Dollars and no cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. The purpose of this amendment is to update Exhibit A, Scope of Work, Item 5, update Exhibit B, Budget Detail & Payment Provision, Item A.2 and remove Exhibit B, Item C.5.
 - a. Exhibit A, Item 5 is updated to remove "new effectuated enrollments" and add "enrollments assisted through plan selection."
 - b. Exhibit B, Item A.2 is updated to add, "The Exchange reserves the right to modify deliverables and payment structure at its sole discretion."
 - c. Exhibit B, Item A.2 Table for 25% payment is updated to add "approval of the Navigator Payment Summary, if directed by the Exchange."
 - d. Exhibit B, Item C.5 has been removed, "If the Contractor exceeds the enrollment goal identified in Exhibit A, Item C.5, the Contractor will be eligible for a bonus payment in the amount of \$7,500 for each additional 100 Effectuated Enrollments, as long as funding is available."

APPROVED AS TO FORM
1/28, 2015
 CHARLES PARKIN, City Attorney
 By [Signature]
 LINDA T. VU
 DEPUTY CITY ATTORNEY

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) City of Long Beach Department of Health and Human Services		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>2-3-15</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick H. West, City Manager Assistant City Manager		
ADDRESS 2525 Grand Avenue Long Beach, CA 90815		
STATE OF CALIFORNIA		
AGENCY NAME California Health Benefit Exchange		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>2/12/15</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING LaVonne Coen, Deputy Chief Operations Officer		
ADDRESS 1601 Exposition Blvd., Sacramento, CA 95815		
		<input checked="" type="checkbox"/> Exempt per: GC Sec 100505

EXHIBIT A
Navigator Agreement
Scope of Work

This Agreement is made between the State of California, acting by and through the California Health Benefit Exchange, hereafter referred to as the "Exchange" and City of Long Beach Department of Health and Human Services, an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as "Grantee."

The term of this Agreement is October 1, 2014 through June 30, 2015.

The Exchange may, at its sole discretion, extend the term of this contract for an additional one (1) year. If mutually agreed upon by the Exchange and the Grantee, this Agreement shall be amended to include additional funding. This extension shall be done through the formal amendment process.

A. Purpose

The mission of the Exchange is to increase the number of insured Californians, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and providers that give them the best value.

The purpose of this Agreement is to provide funds for Grantee to perform the Navigator duties defined by the Affordable Care Act and its implementing regulations including, but not limited to, outreach, education, enrollment, and post enrollment services to consumers eligible for enrollment in a Covered California Health Insurance Plan.

The authority to enter this agreement arises from Government Code Section 100502, subparagraph (l), where the Exchange is directed to "Establish the Navigator program in accordance with subdivision (i) of Section 1311 of the federal act." Furthermore, under 45 CFR 155.210, the Secretary of the United States Health and Human Services has promulgated regulations requiring the Exchange to establish a Navigator program.

B. Definitions

1. **Certified Educator**: An individual who works for an organization supported through the Navigator Program. An educator delivers in-depth messages designed to provide eligible consumers with program information about their subsidy eligibility, eliminate barriers, link them to an enrollment and assistance resources, including the use of an on-line calculator, and motive them to enroll in coverage.

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2. Certified Enrollment Counselor: An individual who is certified by the Exchange pursuant to Title 10, Chapter 12, Article 8, Section 6656, of the California Code of Regulations.
3. Certified Enrollment Entity: An organization or individual certified by the Exchange pursuant to Title 10, Chapter 12, Article 8, Section 6656, of the California Code of Regulations.
4. Consumer: A person or entity seeking information on eligibility and enrollment or seeking application assistance with a health insurance or health related product available through the Exchange. The term consumer includes, but is not limited to, an applicant, an application filer, authorized representative, employer, qualified employee, qualified employer, qualified individual, small employer, or enrollee as defined in Title 10, Chapter 12, Article 4, Section 6410 of the California Code of Regulations.
5. Consumer Assistance: The programs and activities created under 45 C.F.R. § 155.205(d) to provide one-on-one assistance to consumers.
6. Covered California Health Insurance Plan: A health plan as defined in the Patient Protection and Affordable Care Act Section 1301 (42 USC section 18021) and Government Code section 100501(g).
7. Effectuated Enrollment: Successful Enrollment of an individual consumer into a Covered California Health Insurance Plan, including plan selection and payment of the first month's premium.
8. Grantee: An organization awarded a grant to participate in the Navigator Program.
9. Navigator Program: The Program whereby Certified Enrollment Entities are awarded a grant to conduct the activities described in Government Code section 100502 (l) in accordance with subdivision (i) of Section 1311 of the federal act and 45 C.F.R.155.210.

C. Scope of Work

1. Reach consumers eligible for enrollment in a Covered California Health Insurance Plan.
2. **Strategic Workplan and Campaign Strategy**: Within 60 days of notification of contract award, the Grantee shall submit a Strategic Workplan and Campaign Strategy to the Exchange for review and approval. The

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Strategic Workplan and Campaign Strategy shall include, but not be limited to, the following information:

- a. Outreach, Education, Enrollment activities for the Grantee;
 - b. Description of Activity;
 - c. Frequency of Activity;
 - d. Location;
 - e. City;
 - f. Zip Code;
 - g. Date and Hours; and
 - h. Comments (if necessary).
3. List of Community Events: The Grantee shall report to the Exchange at least monthly and not more often than weekly, a list of all activities that are open to the public and can be posted on the Community Event Calendar on the www.CoveredCA.com website. The List of Community Events shall include, but not be limited to, the following:
- a. Organization Attending;
 - b. Event Name;
 - c. Address;
 - d. City;
 - e. Zip Code;
 - f. County;
 - g. Date;
 - h. Start Time; and
 - i. End Time.
4. The Grantee shall perform the following essential duties:
- a. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange;
 - b. Provide information and services in a fair, accurate, and impartial manner, which includes providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including Covered California Health Insurance Plan; and helping consumers make informed decisions

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- during the health coverage selection process. Such information must acknowledge other health programs;
- c. Facilitate selection of a Covered California Health Insurance Plan;
 - d. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
 - e. Comply with the privacy and security standards established by the Exchange pursuant to 45 C.F.R. § 155.260;
 - f. Provide post enrollment support to ensure successful enrollment and retention, including increasing health literacy, assisting with renewals, and educating consumers on how to avoid disenrollment for non-payment;
 - g. Prior to receiving access to any consumer's personally identifiable information as defined in Section 6650, Title 10 of the California Code of Regulations, the Certified Enrollment Counselor shall:
 - i. Inform the consumer that the Certified Enrollment Counselor must obtain his or her authorization prior to accessing any personally identifiable information;
 - ii. Inform each consumer of the roles and responsibilities of the Certified Enrollment Counselor as set forth in Section 6664 (a)(1)-(5), (7), Title 10 of the California Code of Regulations;
 - iii. Obtain oral or written authorization from the consumer to access the consumer's personally identifiable information;
 1. Written authorization shall contain a signature and a written attestation completed by the Certified Enrollment Counselor affirming under penalty of perjury that the Certified Enrollment Counselor:
 - a. Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity or Navigator Program as defined in Title 10, Chapter 12, Article 8, Section 6650, of the California Code of Regulations;
 - b. Conveyed all the information required under this subdivision to the consumer in a language and manner which he or she understands; and
 - c. Obtained written authorization from the consumer consenting to the release of his or her personally

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identifiable information in order to fulfill the duties as described in Title 10, Chapter 12, Article 8, Section 6664, of the California Code of Regulations.

2. Oral authorization shall be accompanied by a written attestation completed by the Certified Enrollment Counselor affirming under penalty of perjury that the Certified Enrollment Counselor:
 - a. Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity or Navigator Program as defined in Title 10, Chapter 12, Article 8, Section 6650, of the California Code of Regulations;
 - b. Conveyed all the information required under this subdivision to the consumer in a language and manner which he or she understands; and
 - c. Obtained oral authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill the duties as described in Title 10 Chapter 12, Article 8, Section 6664, of the California Code of Regulations.
- iv. Inform the consumer that the Certified Enrollment Counselor cannot choose a health insurance plan on the consumer's behalf;
- v. Inform the consumer that the Certified Enrollment Counselor will provide the consumer with information regarding the health insurance options and insurance affordability programs for which he or she may be eligible;
- vi. Inform the consumer that his or her personally identifiable information will be kept private and secure in accordance with the standards set forth in § 45 C.F.R. 155.260;
- vii. Inform the consumer that if the Certified Enrollment Counselor cannot assist the consumer, he or she will refer the consumer to another Certified Enrollment Counselor or the Covered California Call Center;
- viii. Inform the consumer that the Certified Enrollment Counselor will not charge a fee in exchange for performing the duties described in Title 10, Chapter 12, Article 8, Section 6664, of the California Code of Regulations;
- ix. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Enrollment Counselor may not be able to offer assistance;

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- x. Inform the consumer that the authorization set forth in Title 10, Chapter 12, Article 8, Section 6664 (a)(6)(C), of the California Code of Regulations, may be revoked at any time; and
 - xi. Maintain a record of such authorization for a minimum of six (6) years. Records of authorization may be retained electronically.
 - h. Maintain a physical presence in the state of California so that face-to-face assistance can be provided to applicants and enrollees;
 - i. Ensure that voter registration assistance is available as required under Title 10, Chapter 12, Article 4, Section 6462, California Code of Regulations; and
 - j. Comply with any applicable federal or state laws and regulations.
5. Enrollment Milestones:
- a. The enrollment goal for the term of this Agreement is 1,274 enrollments assisted through plan selection.
 - b. Newly eligible effectuated enrollments must be delegated to the Grantee, using the Navigator Certified Enrollment Entity Identification Number, in order to receive credit toward the enrollment goals.
 - c. Unless otherwise determined by the exchange, the following will not count toward the Grantee's enrollment goals:
 - i. Enrollments into the Medi-Cal Program;
 - ii. Renewals or re-enrollments into a Covered California Health Insurance Plan; and
 - iii. Conducting consumer assistance with changes to address, income, health status, tax or household information, or any other changes that would not constitute a new enrollment.
6. To ensure that information provided as part of any consumer assistance is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency as required by 45 CFR §§ 155.205(c)(2) and 155.210(e)(5), the Grantee shall:
- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;

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- b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
 - c. Provide consumers with information and assistance in the consumer's preferred language, at no cost to the consumer, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary or when requested by the consumer to ensure effective communication. Use of a consumer's family or friends as oral interpreters can satisfy the requirement to provide linguistically appropriate services only when requested by the consumer as the preferred alternative to an offer of other interpretive services;
 - d. Provide oral and written notice to consumers with limited English proficiency, in their preferred language, informing them of their right to receive language assistance services and how to obtain them;
 - e. Receive ongoing education and training in culturally and linguistically appropriate service delivery; and
 - f. Implement strategies to recruit, support, and promote a staff that is representative of the demographic characteristics, including primary languages spoken, of the communities in their service area.
7. To ensure that consumer assistance is accessible to people with disabilities, Grantee and its affiliated Certified Enrollment Counselors shall:
 - a. Ensure that any consumer education materials, Web sites, or other tools utilized for consumer assistance purposes, are accessible to people with disabilities, including those with sensory impairments, such as visual or hearing impairments, and those with mental illness, addiction, and physical, intellectual, and developmental disabilities;
 - b. Provide auxiliary aids and services for individuals with disabilities, at no cost, when necessary or when requested by the consumer to ensure effective communication. Use of a consumer's family or friends as interpreters can satisfy the requirement to provide auxiliary aids and services only when requested by the consumer as the preferred alternative to an offer of other auxiliary aids and services;
 - c. Provide assistance to consumers in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;
 - d. Ensure that authorized representatives are permitted to assist an individual with a disability to make informed decisions; and

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8. To ensure that no consumer is discriminated against, the Grantee and its affiliated Certified Enrollment Counselors shall provide the same level of service to all individuals regardless of age, disability, culture, sexual orientation, or gender identity and seek advice or experts when needed.
9. The Grantee shall ensure that its affiliated Certified Enrollment Counselors wear the badge issued by the Exchange at all times when providing consumer assistance.
10. The Grantee shall ensure that it and any affiliated Certified Enrollment Counselors never:
 - a. Have a conflict of interest as defined in paragraph F of this Exhibit.
 - b. Mail the paper application for the consumer;
 - c. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, and other eligibility rules;
 - d. Coach or recommend one plan or provider over another;
 - e. Accept any premium payments from the consumer;
 - f. Input any premium payment information on behalf of the consumer;
 - g. Pay any part of the premium or any other type of consideration to or on behalf of the consumer.
 - h. Induce or accept any type of direct or indirect remuneration from the consumer;
 - i. Intentionally create multiple applications from the same household, as defined in 45 C.F.R. § 435.603(f);
 - j. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value, as described in 26 USC § 36B(c)(2)(C) and in 26 C.F.R. § 1.36B-2(c)(3)(v) and (vi), to separate from employer-based group health coverage.
 - k. Provide gifts, including gift cards or cash or provide promotional items that market or promote the products or services of a third party, to any applicant or potential enrollee as an inducement for enrollment. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in effort to receive Exchange application assistance, such as, but not limited to, travel or postage expenses;

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- effort to receive Exchange application assistance, such as, but not limited to, travel or postage expenses;
- I. Use Exchange funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee;
 - m. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the individual has a pre-existing relationship with the individual Certified Enrollment Counselor or Certified Enrollment Entity and other applicable State and Federal laws are otherwise complied with; Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a consumer or
 - n. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Certified Enrollment Counselor or Certified Enrollment Entity has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
11. The Grantee shall notify the Exchange of every individual to be added or removed as an affiliated Certified Enrollment Counselor. Such notification shall include:
- a. Grantee's Name and Certified Enrollment Entity Number.
 - b. Name and signature of Grantee's Authorized Contact;
 - c. Name, e-mail, and primary phone number of the individual to be added or removed;
 - d. Effective date for the addition or removal of the individual; and
 - e. An indication of whether the individual is certified as an Certified Enrollment Counselor, and if so, the following information:
 - i. Certification number; and
 - ii. When adding an individual, site(s) to be served by the individual.
12. Notify the Exchange of any change in Contact information for Grantee or its affiliated Certified Enrollment Counselors.

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13. All individuals including, but not limited to, employees, contractors, or subcontractors who perform services under this agreement shall agree to criminal background checks in compliance with Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section § 6456.
14. Training
 - a. Prior to any of its affiliated Certified Enrollment Counselors carrying out any consumer assistance functions, Grantee shall:
 - i. Complete management training for the Navigator Program administered by the Exchange within 30 calendar days of notification of Grant award; and
 - ii. Ensure that all Certified Enrollment Counselors are prepared to serve both the individual Exchange and the Small Business Health Options Program by completing the training and passing the certification exam administered by the Exchange per Title 10, Chapter 12, Article 8, Section 6660, of the California Code of Regulations.
 - b. Upon completion of management training, Grantee shall be registered as a Certified Enrollment Entity by the Exchange and assigned a Certified Enrollment Entity Number.
 - c. Grantee shall ensure that affiliated Certified Enrollment Counselors do not perform any consumer assistance functions if more than twelve (12) months, or the time frame indicated by the Exchange, have passed since the Certified Enrollment Counselor passed the certification exam administered by the Exchange.
15. Performance Summary Report: The Grantee shall report the following information related to Navigator Program activities to the Exchange upon meeting the milestones identified in Item 5:
 - a. Total Reach;
 - b. General Feedback; and
 - c. Total Number of Outreach and Education Activities.
16. The Grantee shall ensure compliance with performance standards, applicable laws and regulations, and quality service by:

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Navigator Agreement
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- d. Cooperating with all mandated monitoring and evaluation activities, including, not limited to, site visits as necessary, by the Exchange or its designee.
- e. Establishing an internal system to monitor and evaluate the performance and compliance of personnel responsible for performing the activities contained within this Agreement, including subcontractors.
- f. Conducting due diligence by monitoring the attitude, conduct, and professionalism of employees who perform activities included in this Agreement.
- g. Immediately reporting instances of non-compliance and specifying plans for corrective action to the Exchange.
- h. Immediately reporting concerns related to conflicts of interest, fraud, or violations of program standards to the Exchange.
- i. Removing any employee from assignment to the activities within this Agreement should the Exchange deem him or her as no longer eligible to perform under this Agreement.

D. Performance Monitoring and Quality Assurance

- 1. The Exchange shall provide information to the Grantee on a monthly basis to assist the Grantee in monitoring its performance in meeting the enrollment goals as defined Section C, Item 5. This information shall include, but not be limited to, the following:
 - a. Total number of applications assisted by the Grantee and affiliated Certified Enrollment Counselors;
 - b. Total number of individuals determined eligible for Medi-Cal and/or a Covered California Health Insurance Plan; and
 - c. Total number of individuals who effectuated enrollment into a Covered California Health Insurance Plan.

E. Compliance

- 1. Grantee hereby certifies that it is in compliance with the program standards established by this Agreement and Title 10, Chapter 12, Article 8, of the California Code of Regulations. Any change or failure in Grantee's ability to comply shall be reported immediately to the Exchange.

F. Conflicts of Interests

EXHIBIT A
Navigator Agreement
Scope of Work

1. Grantee hereby certifies that Grantee and all Certified Enrollment Counselors affiliated with Grantee:
 - a. Do not concurrently hold a license issued by the California Department of Insurance;
 - b. Do not employ, are not employed by, in a partnership with, or receive any remuneration arising out of functions performed under this Agreement from any individual or entity currently licensed by the California Department of Insurance;
 - c. Are not:
 - i. Health insurance issuers or stop loss insurance issuers;
 - ii. Subsidiaries of health insurance issuers or stop loss insurance issuers;
 - iii. An association that include members of, or lobby on behalf of, the insurance industry; or
 - iv. Recipients of any direct or indirect consideration from any health insurance issuer or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a Covered California Health Plan or non-Covered California Health Plan.
 - d. Will provide information to consumers about the full range of Covered California Health Plan options and insurance affordability programs for which they are eligible; and
 - e. Will disclose the following non-prohibited conflicts of interest to the Exchange in Exhibit C. Any changes to these disclosures must be reported to the Exchange within 10 business days. In addition, Grantee shall disclose the following non-prohibited conflicts of interest in plain language to each consumer who receives application assistance:
 - i. Any lines of insurance business, not covered by the restrictions on participation and prohibitions on conduct in this Section E of this Exhibit which Grantee intends to sell while carrying out the consumer assistance functions;
 - ii. Any existing employment relationships, or any former employment relationships within the last five years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance; and

EXHIBIT A
Navigator Agreement
Scope of Work

- iii. Any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance.
2. Grantee certifies that it has a written plan to remain free of conflicts of interest while carrying out consumer assistance functions under this Agreement. This plan shall be made available upon request to the Exchange.
3. This Section shall prevail over any conflicting provisions in this Agreement, including, but not limited to, Exhibit C.

G. Consumer Messaging

1. Grantee agrees to be compliant with the Exchange's branding guidelines as set forth in Exhibit E.
2. The Exchange shall provide the Grantee with collateral materials in limited quantities, free of charge. Grantee shall
 - a. Order collateral materials from the Exchange;
 - b. Maintain adequate supply levels of collateral materials at all times; and
 - c. Maintain compliance with established policies regarding the ordering and use of collateral materials.
3. The Grantee may use up to ten percent (10%) of contract award on supplemental marketing and media activities with prior review and approval by the Exchange.

H. Letters of Instruction

The Exchange shall provide additional instructions and clarifications to the requirements in this Agreement through Letters of Instruction (LOIs). LOIs will not impose any additional requirements.

The Grantee is expected to follow the instructions in the LOI and ensure compliance by all affiliated Certified Enrollment Counselors and Certified Educators, where applicable. Any new requirements to the provisions of this Agreement would be completed through an Amendment.

I. Program Representative

The representative for this project, during the term of this Agreement, shall be:

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Scope of Work

California Health Benefit Exchange
Attn: Lezlie Micheletti, Grant Program Manager
1601 Exposition Boulevard
Sacramento, CA 95815

EXHIBIT B
Navigator Agreement
Budget Detail & Payment Provision

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoice and Payment:

1. The maximum amount payable under this Agreement shall not exceed \$225,267.
2. On a monthly basis, the Exchange shall review the Contractor's performance in meeting the Scope of Work in Exhibit A and the enrollment goal identified in Exhibit A, Item C.5. Upon satisfactorily meeting the milestones identified below, the Exchange shall submit an invoice to the Contractor for signature and attestation that the Contractor has not received other funds for the same or similar activities. The exchange reserves the right to modify deliverables and payment structure at its sole discretion.

Payment Number	Milestones	Payment Amount
1	Strategic Workplan and Campaign Strategy	25% of contract amount = \$56,316.75
2	Reaching 25% of enrollment goal and receipt and approval of Outreach and Education Summary Report or approval of the Navigator Payment Summary, if directed by the Exchange.	25% of contract amount = \$56,316.75
3	Reaching 75% of enrollment goal and receipt and approval of Outreach and Education Summary Report.	25% of contract amount = \$56,316.75
4	Reaching 100% of enrollment goal and receipt and approval of Outreach and Education Summary Report.	25% of contract amount = \$56,316.75

B. User Fees Contingency Clause:

1. It is mutually agreed that if the collection of fees assessed from Covered California Health Insurance Plans is not sufficient to provide the funds for this program, this Agreement shall be of no further force and effect. In this event, the Exchange shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement

EXHIBIT B
Navigator Agreement
Budget Detail & Payment Provision

and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If collection of fees assessed from Covered California Health Insurance Plans is not sufficient to provide the funds for this program, the Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

C. Federal Funding and Qualified Health Plan (QHP) Assessment Contingency Clause:

If the receipt of federal grant funds and the collection of fees assessed from QHPs are collectively not sufficient to provide the funds for this program, the Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the contractor to reflect the reduced amount.

D. Prompt Payment Clause:

Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Use of Funds:

1. Appropriate Use of Funds: Contractor's total grant award shall only be used to conduct the activities contained within this Agreement. In addition, the following restrictions apply:
 - a. Contractor shall allocate at least 10% of the Contractor's total grant award towards outreach and education activities.
 - b. Administrative overhead shall not exceed the lesser of actual administrative overhead expenditures or 15% of Contractor's total grant award.
 - c. No more than 10% of the total grant award may be used to acquire equipment and in no case shall equipment expenditures exceed \$50,000.
 - d. Contractor shall allocate no more than 10% of the total grant award towards media and marketing expenses. Marketing and media expenses must be approved in advance by Covered California.

EXHIBIT B
Navigator Agreement
Budget Detail & Payment Provision

2. Inappropriate Use of Funds: Any acquisitions made the funds provided through this Agreement shall be in compliance with state law. The State shall recoup or withhold all or part of the Contractor's funding for failure to comply with the standards set forth in this Agreement. Funds provided through this Agreement shall not supplant any other federal, state, private funds to conduct the same or similar work contained within this Agreement.

F. Non-resident Tax Withholdings:

Payments to all nonresidents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California shall have seven percent of their total payments withheld for state income taxes. No withholding is required, however, if total payments to the payee are \$1,500 or less for the calendar year.